



Our 04.12.2024 No 20-1.5/3266-1

### **Invitation to tender for small purchase (service)**

The Police and Border Guard Board (hereinafter 'the Contracting Authority') invites you to submit a tender in accordance with the conditions set out in this document concerning the invitation to tender for small purchases (hereinafter 'the small purchase document').

#### **1. General terms and conditions**

- 1.1 Title of the small purchase: „Media and social media monitoring program“.
- 1.2 Contact person of the Contracting Authority: **Karmen Muinasmaa**, e-mail: **karmen.muinasmaa@politsei.ee**.
- 1.3 An economic operator has the right to ask for clarifications on the documents of the small purchase by submitting questions by email to the contact person of the Contracting Authority. The Contracting Authority shall reply to the economic operators' questions within three working days. The Contracting Authority shall simultaneously forward the questions and answers to all the economic operators who have been invited to submit a tender. Questions asked over the phone will not be answered.
- 1.4 The Contracting Authority reserves the right to modify, if necessary, the documents relating to the small purchase before the deadline for the submission of tenders. In the event of an amendment of the small purchase documents, the Contracting Authority informs all economic operators invited to submit a tender.
- 1.5 Any reference made by the Contracting Authority in the small purchase documents to a standard, technical approval, technical verification system, etc. as a criterion of compliance with the technical specification of the tender shall be read as supplemented by the indication 'or equivalent'. Any reference made by the Contracting Authority in the small purchase documents to a source, process, trademark, patent, type, origin, or method of production shall be read as supplemented by the indication 'or equivalent'.
- 1.6 A tender is the tenderer's declaration of intent to conclude a framework contract and shall be binding upon the tenderer from the moment of its submission until the expiry of the minimum time limit for the validity of the tender. By submitting a tender, the tenderer agrees to all the terms and conditions set out in the small purchase documents. Submission of a conditional tender is prohibited.
- 1.7 The Contracting Authority shall not award a contract to a tenderer who is in arrears with a national tax, duty or environmental charge within the meaning of the Taxation Act, or with tax or social security contributions within the meaning of the legislation

of the country in which it is established. Before awarding the contract, the Contracting Authority shall verify the tenderer's tax arrears. If the tenderer is in tax arrears, the Contracting Authority shall inform the tenderer thereof and shall allow the tenderer at least three working days to pay the tax arrears. The Contracting Authority may, for duly justified reasons, extend the time limit granted to the tenderer. If the tenderer fails to pay or defer the tax arrears within the time limit set by the Contracting Authority, the Contracting Authority shall not award the contract to the tenderer.

- 1.8 Only tenderers residing or established in Estonia, in another Member State of the European Union, in another Contracting Party to the Agreement on the European Economic Area or in a State party to the Agreement on Government Procurement of the World Trade Organisation shall be eligible for small purchase procedure. The Contracting Authority may exclude a tenderer or a joint tenderer who is ineligible to submit a tender. If a subcontractor has such a ground, the Contracting Authority may require the tenderer to replace such subcontractor.

## **2. Description of the service to be provided**

### **2.1 Expectations for the monitoring results:**

- 2.1.1 Monitoring is contracted for one year;
- 2.1.2 media monitoring must include monitoring of Estonian, English, and Russian language media;
- 2.1.3 The keyword list must be editable;
- 2.1.4 The service must also include monitoring of public social media accounts in Estonian, English, and Russian (YouTube, Facebook, X, Reddit, Instagram, TikTok, Telegram, and LinkedIn) based on the same keywords;
- 2.1.5 The monitoring results must be displayed to the user through a user-friendly and reliable interface that works on both computers and mobile devices;
- 2.1.6 The user interface must include an analytics module that performs data analysis of the monitoring results, including identifying trends;
- 2.1.7 The user interface must include an analytics module that supports gaining an overview of brand image and marketing activities;
- 2.1.8 If necessary, user training for at least 10 people.

### **2.2 The user environment must allow:**

- 2.2.1 Full-text search of headlines and content of coverage, including the ability to search within TV and radio news content;
- 2.2.2 Creation of search filters and reports based on them;
- 2.2.3 Access to the same information for at least ten users;
- 2.2.4 Display of TV, radio, newspaper, and magazine coverage in its original form.

### **2.3 Time restrictions for displaying monitoring results:**

- 2.3.1 Online articles must be displayed within at least 15 minutes of publication;
- 2.3.2 Newspapers and magazines must be displayed as soon as possible;
- 2.3.3 Social media coverage must be available in the database for search within 15 minutes of its publication.

### **2.4 Additional features that may earn extra points in the proposal evaluation (see the list of evaluation criteria)**

- 2.4.1 A separate user-friendly mobile application (app) for smart devices;

- 2.4.2 Image analysis capability;
- 2.4.3 TV and radio news monitoring;
- 2.4.4 SMS (email) notification option for particularly important coverage;
- 2.4.5 spot sentiment shifts.

2.5 Monitoring is contracted for one year A maximum of €17,600.00 (excluding VAT) will be allocated for the procurement of the program. The final number of evaluated indicators will be agreed upon during negotiations. If the program's cost, based on the offers submitted during the small-scale procurement process, exceeds €17,600.00, the number of calendar months will be reduced by such an amount that the cost does not exceed the transferred amount.

### **3. Preparation, completion, and submission of tenders**

- 3.1 The tender must include the following:
  - 3.1.1 The cost per month (excluding VAT);
  - 3.1.2 a description of the service to be provided, which should be based on the conditions outlined in section 2 of the small-scale procurement document and the evaluation criteria presented in "Annex 1."
- 3.2 The tender is valid for **60 days**. The Contracting Authority reserves the right to propose to the tenderer to extend the period of validity of the tender.
- 3.3 The tender must be sent to the email address of the contact person of the Contracting Authority no later than **December 17, 2024, at 12:00**. The Contracting Authority shall not accept late tenders.
- 3.4 The Contracting Authority reserves the right to extend the deadline for the submission of tenders.
- 3.5 In case of conflicts, ambiguities, or discrepancies between the Estonian and English versions of the small-scale procurement documents, the Estonian text shall prevail.
- 3.6 The tenderer shall bear all costs relating to the preparation and submission of a tender and the risk of timely submission of a tender.
- 3.7 The tender shall remain confidential until the conclusion of the contract.
- 3.8 The tenderer shall indicate in the tender which information is a trade secret and justify the reasons for designating it as such. The value of a tender may not be indicated as a trade secret. The Contracting Authority shall not disclose the content of the tenders in so far as they are covered by a trade secret, nor shall it be liable for the disclosure of a trade secret in so far as the tenderer has not designated it as a trade secret.

### **4. Verification of tenders and selection of a successful tender**

- 4.1 The Contracting Authority shall verify that tenders submitted on time comply with the requirements set out in the small purchase documents. The Contracting Authority shall reject a tender, if the tender does not meet the conditions set out in the small purchase document.
- 4.2 The Contracting Authority shall have the right to ask the tenderer for further details and clarifications concerning the submitted tender.
- 4.3 Among the suitable tenders, the Contracting Authority selects the successful tender on the basis of **award criteria**.
- 4.4 The Contracting Authority shall conclude a written contract with the successful tenderer on the basis of the terms and conditions set out in the small purchase document and the tender submitted by the successful tenderer. The contract is

considered concluded once it has been signed by both parties and remains valid until both parties have properly fulfilled their obligations.

## **5. Negotiations**

- 5.1 The Contracting Authority shall have the right to negotiate with tenderers who have submitted a suitable tender on the content of the tender submitted, the value of the items to be purchased and the terms of the public contract.
- 5.2 Depending on the need to conduct negotiations, the Contracting Authority shall inform tenderers of the time of the negotiations. Negotiations shall be conducted separately with each tenderer. Negotiations may be conducted in a form capable of being reproduced in writing or orally. Oral negotiations shall be recorded in the minutes. Negotiations shall be confidential. The Contracting Authority shall ensure equal treatment of tenderers during the negotiations.
- 5.3 Following the negotiations, the tenderer shall, if necessary, submit a new adapted tender, which shall be submitted by the deadline agreed during the negotiations.

## **6. Rejection of tenders and declaration of small purchases invalid**

- 6.1 The Contracting Authority reserves the right to reject all submitted or suitable tenders at any time before the award of the public contract, if the costs of the tenders submitted exceed the estimated costs of the public contract. If all tenders are rejected, the Contracting Authority shall take a reasoned decision to that effect.
- 6.2 The Contracting Authority may, where there is a justifiable need, declare a small purchase invalid on its own initiative. A justifiable need may include, but is not limited to:
  - 6.2.1 If there is a need to substantially alter the subject matter of the public contract;
  - 6.2.2 If the conditions on the basis of which the small purchase was carried out have substantially changed and, as a result, the award of the public contract proves to be unnecessary or impossible;
  - 6.2.3 If it is not possible to eliminate the discrepancies which have arisen in the course of the small purchase and therefore the procedure cannot be lawfully completed.

## **7. Invoicing conditions**

- 7.1 The Contracting Authority only accepts e-invoices. Pursuant to the Accounting Act, an e-invoice operator is a provider of handling service for machine-processable source documents, who is recorded in the Contracting Authority's records in the state register of legal persons.
- 7.2 E-invoicing options:
  - 7.2.1 If the tenderer is a customer of an e-invoice operator, the tenderer transmits the e-invoice to its operator through which it reaches the Contracting Authority;
  - 7.2.2 It is possible to send an e-invoice to the Contracting Authority free of charge using the following information systems:
    - a. e-Financials (<http://www.rik.ee/et/e-arveldaja>).
    - b. arved.ee (<https://www.arved.ee>)
 These information systems require opening a user account. They allow you to add and send invoices. The submission of e-invoices to public sector entities is free of charge in unlimited quantities.

- 7.3 The invoice submitted by the tenderer must comply with the requirements of the Value-Added Tax Act, include **the name of the contact person of the Contracting Authority and, if there is a written contract, reference to the contract number.**
- 7.4 **The successful bidder shall submit an advance invoice for the entire service amount to the contracting authority after the contract is signed.** An invoice that does not meet the conditions set out in this clause shall not be paid. An invoice shall be paid within 21 calendar days from the date of receipt of a valid invoice by the Contracting Authority.
- 7.5 If the service results in a work that may be the subject of copyright, the Contracting Authority shall, upon receipt of the work, check the conformity of the work with the technical specifications set out in the small purchase document and with the tender of the contractor. The Contracting Authority shall confirm the act by email no later than three working days after the delivery of the work by the contractor.

## **8. Liability**

- 8.1 If the contractor fails to provide the service in accordance with the time limits specified in the small purchase documents, the Contracting Authority shall be entitled to and the contractor shall be liable to pay a contractual penalty of 0.15% of the price of the corresponding delayed supplies for each delayed calendar day, but no more than 50% of the total cost of the public contract.
- 8.2 In the event of a breach of confidentiality, the Contracting Authority shall be entitled to claim, and the contractor shall be liable to pay a contractual penalty in the amount determined by the Contracting Authority, but not exceeding EUR 10,000 in each respective case. In the event of delay in payment of a duly submitted invoice, the contractor is entitled to claim, and the Contracting Authority shall be liable to pay interest of 0.15 % of the amount due for each working day of delay, but not more than 50% of the amount due.
- 8.3 If the service which is the subject-matter of the public contract or the work carried out as a result of it does not comply with the conditions set out in the small purchase document and the contractor's tender, the Contracting Authority is entitled to a contractual penalty of 20% of the total value of the public contract.
- 8.4 In case of breach of the warranty conditions, the Contracting Authority is entitled to claim, and the tenderer is obliged to pay a contractual penalty of 0.15% of the corresponding contract price for each calendar day of delay, but not more than 50% of the total value of the contract.
- 8.5 Assignors of copyright assume full liability for any third-party copyright infringements.
- 8.6 The contractual penalty requirements set out in the small purchase document have been agreed to ensure compliance and not to replace compliance.

## **9. Warranty**

- 9.1 In case the Contracting Authority has requested a warranty for the works resulting from the service in clause 2 of the small purchase documents, the contractor shall provide the requested warranty for the works forming the subject-matter of the public contract from the moment of delivery of the subject matter of the contract, unless otherwise provided for in the letter of guarantee or other document (hereinafter referred to as the warranty period).
- 9.2 During the warranty period, the contractor is obliged to ensure at its own expense the elimination of the defects of the work or its parts or to replace the work or the defective parts of the work the work or its part(s) complying with the conditions

stipulated in the small purchase document and the contractor's tender, within a reasonable time limit set by the Contracting Authority starting from the submission of a written claim by the Contracting Authority's contact person.

## **10. Intellectual property**

- 10.1 If, in the course of the performance of the contract, a contractor produces a work (hereinafter referred to as work) which may be a work protected by copyright within the meaning of the Copyright Act, the economic rights of copyright arising therefrom shall be transferred (deemed to be assigned) to the Contracting Authority without any further agreement of the parties as from the date of the Contracting Authority's confirmation referred to in clause 5.5 of the small purchase documents.
- 10.2 The contractor shall grant a non-exclusive licence, with the right to sublicense, for the exercise of all the author's personal rights in the work and any of its elements, without any geographical or formal limitation, for the entire duration of the term of the copyright.
- 10.3 At the time of awarding the contract, the contractor shall confirm that the author or authors of the work have limited or limit the manner and extent of the exercise of their moral rights with the contractor in such a way that the Contracting Authority is entitled to use the work in the manner and to the extent provided for in the contract.
- 10.4 The remuneration payable for the exercise of copyright under the contract shall be deemed to be paid for by payment for the service (i.e., the royalty is included in the service fee) and the Contracting Authority shall not be obliged to pay the contractor any additional remuneration for such rights.

## **11. Confidentiality**

- 11.1 Confidential information means personal data, security data and any other information brought to the knowledge of the parties during the performance of the contract, the disclosure of which could harm the interests of the parties. Confidential information does not include information the disclosure of which arises from legislation, provided that such disclosure is carried out in the most limited manner possible.
- 11.2 The contractor shall be required to treat as confidential any information concerning the Contracting Authority and its activities, which has come to his knowledge in the performance of the contract. The contractor shall be obliged to protect the confidentiality of the storage media handed over to him and of information which has become known during performance of the contract, or by chance. The sale, offer or distribution of such information by the contractor or by any related person shall be treated as a material breach of the contract.
- 11.3 The contractor undertakes to implement organisational, physical and IT security measures for the performance of the contract in order to protect confidential data obtained by any means under the contract.
- 11.4 The confidentiality arrangement is concluded for an indefinite period.
- 11.5 The contractor undertakes to ensure that the processing of personal data during the performance of the contract is lawful and complies with the requirements of the General Data Protection Regulation (EU 2016/679) and other data protection legislation, including the implementation of organisational, physical and IT security measures to protect confidential data against accidental or deliberate unauthorised alteration, accidental destruction, deliberate destruction, disclosure, etc. As regards the processing of personal data, the parties shall further conclude a data processing contract as provided for in Article 28 of the General Regulation.

Sincerely

(Signed digitally)

Karmen Muinasmaa  
ostujuht

Annex :

Lisa 2 Media monitoring evaluation criteria and indicators to be evaluated